

AGREEMENT
PATIENT-CENTERED MEDICAL HOME (“PCMH”)

This Agreement (the “Agreement”), effective May 1, 2009 (“Effective Date”) is made by and between **HP Insurance Company and its affiliates that offer or underwrite health plans** (“HP”) and **XYZ Physician Practice** (“Medical Group”), referred herein collectively as “Parties”.

The Patient-Centered Medical Home (PCMH) is a model of health care delivery that is based on ongoing relationships among individual patients, their personal physicians and, when appropriate, the patient’s family, thereby facilitating continuous, coordinated and comprehensive health care.

The PCMH program reflects the input of the American College of Physicians (ACP), American Academy of Family Physicians (AAFP), American Academy of Pediatrics (AAP) and American Osteopathic Association (AOA) and others in a revision of National Committee for Quality Assurance Physician Practice Connections Patient Centered Medical Home recognition program (NCQA PPC-PCMH) to assess whether physician practices are functioning as medical homes. Building on the joint principles developed by the primary care specialty societies, the PPC-PCMH standards emphasize the use of systematic, patient-centered, coordinated care management processes.

Under the Medical Home model, the physician is responsible for the primary care of the individual patient as well as managing and arranging care collaboratively with health plans and other health-care services for those patients identified as patients of the Medical Home. Though the emphasis will be on primary disease prevention and improving quality of care for chronically ill patients, the PCMH program includes an outreach to patients to become more engaged in their overall health and wellness.

Requirements of Medical Group and HP

Medical Group shall achieve and maintain at least Level 1 recognition from the NCQA PPC-PCMH within six (6) months from the Effective Date of this Agreement. HP may terminate this Agreement immediately upon written notice to Medical Group in the event Medical Group fails to achieve or maintain Level 1 NCQA PPC-PCMH recognition within six (6) months following the Effective Date of this agreement.

As consideration for participation, HP shall pay Medical Group at the following payment rate for HP fully-insured and HP Medicare members:

Level 1 NCQA PPC-PCMH - \$x.xx per member per month

Level 2 NCQA PPC-PCMH - \$x.xx per member per month

Level 3 NCQA PPC-PCMH - \$x.xx per member per month

Beginning at the end of the three month period following the Effective Date, such payments shall be made by HP every three months thereafter during the term of this

Agreement with respect to HP fully insured and Medicare members who receive services from Medical Group at any time during the twenty four (24) months immediately prior to the end of each three month period. Members shall be initially determined, then attributed, through a retrospective review of the prior 24 months of claims experience data by HP. Members will be attributed to Medical Group when there is evidence of the following CPT Codes being submitted by Medical Group on behalf of HP members:

- Office Visit Evaluation and Management - New and Established (CPT codes 99201 - 99205; 99211 - 99215)
- Office Visit Preventive New and Established (CPT codes 99381 - 99387; 99391 - 99397)
- Office Consultations (CPT codes 99241 - 99245).

This patient attribution process described above shall be repeated quarterly throughout the term of the Agreement.

This Agreement shall commence on May 1, 2009 and terminate on April 30, 2011 unless terminated earlier as provided herein. This Agreement may also be terminated at any time without cause, by either party, upon thirty (30) days advance written notice to the other party by certified mail to the signatory at the address identified below. HP may terminate this Agreement immediately upon written notice if Medical Group becomes a non-network provider with HP. This Agreement may be amended only upon mutual agreement of the parties.

IN WITNESS WHEREOF, Medical Group and HP, by their duly authorized officers or representatives, have executed this Agreement as of the date first set forth above.

HP Insurance Company and its Affiliates	XYZ Medical Group
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